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Lori R. Fife

Attorneys for Debtors and Debtors in Possession

# UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

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In re : Chapter 11 Case No.

.

LEHMAN BROTHERS HOLDINGS INC., et al. : 08-13555 (JMP)

:

Debtors. : (Jointly Administered)

-----X

#### NOTICE OF FILING OF SECOND AMENDMENT TO UNIT PURCHASE AGREEMENT

Reference is made to that certain Unit Purchase Agreement, dated as of December 1, 2008, as previously amended by the Amendment dated December 19, 2008 (the "Purchase Agreement"), by and between NBSH Acquisition, LLC, a Delaware limited liability company, and Lehman Brothers Holdings Inc., a Delaware corporation and debtor in possession.

PLEASE TAKE NOTICE that, on May 4, 2009, the aforementioned parties entered into a Second Amendment to the Purchase Agreement. A copy of the Second Amendment is attached as Exhibit A hereto.

Dated: New York, New York

May 8, 2009

/s/ Lori R. Fife

Lori R. Fife

WEIL, GOTSHAL & MANGES LLP

767 Fifth Avenue

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Attorneys for Debtors and Debtors In Possession

# EXHIBIT A

#### LEHMAN BROTHERS HOLDINGS INC.

May 4, 2009

NBSH Acquisition, LLC c/o Neuberger Berman Group LLC 605 Third Avenue New York, New York 10158

Re: Second Amendment to Unit Purchase Agreement, dated as of December 1, 2008

#### Ladies and Gentlemen:

Reference is made to that certain Unit Purchase Agreement, dated as of December 1, 2008, as previously amended by the Amendment dated as of December 19, 2008 (the "<u>First Amendment</u>"), by and between NBSH Acquisition, LLC, a Delaware limited liability company, and Lehman Brothers Holdings Inc., a Delaware corporation (collectively, the "<u>Purchase Agreement</u>"). Capitalized terms used, but not otherwise defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement.

Accordingly, LBHI and the Company have agreed to make certain amendments to the Purchase Agreement. Pursuant to Section 10.3 of the Purchase Agreement, the Purchase Agreement is hereby amended as follows:

- 1. Schedule I of the Purchase Agreement (Business Entities) is hereby amended and restated in its entirety as attached hereto.
- 2. Schedule 1.1(c) of the Purchase Agreement (Included Businesses and Funds) is hereby amended and restated in its entirety as attached hereto.
- 3. Schedule 1.1(d) of the Purchase Agreement (Excluded Businesses and Funds) is hereby amended and restated in its entirety as attached hereto. For purposes of clarification, any Liabilities arising from or relating to any of the businesses and Funds set forth on Schedule 1.1(d) shall be treated as "Excluded Liabilities", notwithstanding that LBHI or any of its Affiliates may no longer own (directly or indirectly) as of the Closing Date any such business or Fund, including in the event that such business or Fund is owned (directly or indirectly) from and after the Closing Date by Neuberger Berman Group LLC or any of its Subsidiaries.
- 4. The Purchase Agreement is hereby amended by adding thereto as Schedule 1.1(k) the schedule attached hereto as Exhibit A.

- 5. Schedule 1.1(j) of the Purchase Agreement (Transferred Real Property Leases) is hereby amended and restated in its entirety as attached hereto.
- 6. The definition of "Acquired Subsidiary" in Section 1.1 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:
  - "Acquired Subsidiary" means each of the Business Entities and their respective Subsidiaries, the equity interests of which are, or will be, acquired directly or indirectly by the Company pursuant to the Contribution or pursuant to any other transaction contemplated hereby.
- 7. The definition of "Closing Net Working Capital" in Section 1.1 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:
  - "Closing Net Working Capital" means, as of the Closing, the sum (which may be a positive or negative number) of (i) the sum of the aggregate current assets of each member of the Company Group (other than Cash), minus (ii) the sum of the aggregate current Liabilities of each member of the Company Group (which shall not include any income Tax Liabilities), in each case determined in accordance with GAAP applied on a basis consistent with past practice, except that compensation accruals for estimated deferred compensation liabilities shall be deemed to be current Liabilities up to an amount of \$15 million for the period from December 1, 2008 through April 30, 2009, but only to the extent that the Company actually uses such amount in cash to implement its deferred compensation program or plan in respect of such period. Notwithstanding anything herein to the contrary, the LBAME Cash Amount shall not be considered Closing Cash and shall be deemed not to be current assets or current Liabilities of the Company Group for purposes of calculation of Closing Net Working Capital.
- 8. The definition of "Earn-Out Cash Amount" in Section 1.1 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:
  - "Earn-Out Cash Amount" means the present value of the earn-out Liabilities set forth on Schedule 1.1(a) (which the parties agree is \$82,563,849, as of April 30, 2009), in each case, only to the extent any such earn-out Liability has not come due in the ordinary course of its terms (i.e., without any acceleration of any portion thereof) and has not been paid prior to Closing. The parties hereby agree and acknowledge that no amounts shall be included in the "Earn-Out Cash Amount" that may be attributable to the last bullet point set forth on Schedule 1.1(a), with respect to the Asset Purchase Agreement dated September 16, 2003.
- 9. The definition of "Estimated Closing Cash Target" in Section 1.1 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

- "Estimated Closing Cash Target" means: (i) the Earn-Out Cash Amount; *plus* (ii) an amount, which may not be less than zero, equal to (x) \$97,147,163, *minus* (y) the Estimated Closing Net Working Capital.
- 10. The definition of "Excluded Assets" in Section 1.1 of the Purchase Agreement is hereby amended by:
  - a. replacing the introductory language for such definition as follows:
    - "Excluded Assets" shall mean the following assets, properties, interests and rights of LBHI and its Subsidiaries (other than the Acquired Subsidiaries), now or formerly owned by LBHI or any of its Subsidiaries:; and
  - b. amending and restating clause (v) in its entirety as follows:
    - (v) any receivable deemed to be an Excluded Asset pursuant to Section 7.33(b);.
- 11. The definition of "Excluded Liabilities" in Section 1.1 of the Purchase Agreement is hereby amended by:
  - a. replacing the introductory language for such definition as follows:
    - "Excluded Liabilities" means any Liabilities of LBHI and its Affiliates other than the Assumed Liabilities, including all Liabilities of LBHI and its Affiliates to the extent they do not arise out of the Business. Notwithstanding anything contained in the Purchase Agreement to the contrary, the following Liabilities (whether or not the same constitute Liabilities of LBHI or any of its Affiliates) also shall be treated as "Excluded Liabilities":;
  - b. amending and restating clause (f) in its entirety as follows:
    - (f) any payable deemed to be an Excluded Liability pursuant to Section 7.33(b);; and
  - c. amending and restating clause (n) in its entirety as follows:
    - (n) all Liabilities arising out of or related (i) to the employment or termination of employment by LBAME of the UK Employees in connection with the current redundancy process being conducted by LBAME (including ongoing remuneration, termination payments and any claims by such employees for discrimination or other employment related matters) (the "UK Employee Liability"), and (ii) the "Remuneration Costs" and "Losses" payable by EMP European Mezzanine Partners Limited ("EMP") pursuant to the letter agreement, dated on or about May 5, 2009, between LBAME and EMP;.
- 12. The definition of "Final Closing Cash Target" in Section 1.1 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

- "Final Closing Cash Target" means: (i) the Earn-Out Cash Amount; *plus* (ii) an amount, which may not be less than zero, equal to (x) \$98,347,163, *minus* (y) the Final Net Working Capital, *minus* (z) the Invoice Amount.
- 13. The definition of "Invoice Amount" is hereby added to Section 1.1 of the Purchase Agreement to read as follows:
  - "Invoice Amount" means 50% of the aggregate amount of the following expenses incurred prior to Closing by NBSH Acquisition LLC or the Company or any of its Subsidiaries: (i) the acquisition and implementation of a SAP general ledger system, (ii) services provided by PricewaterhouseCoopers to the extent that the cost is greater than \$500,000, and (iii) any legal expenses incurred with respect to the acquisition of the Trust Companies.
- 14. The definition of "LBAME" in Section 1.1 of the Purchase Agreement is hereby added to read as follows:
  - "LBAME" means Lehman Brothers Asset Management (Europe) Limited.
- 15. The definition of "LBAME Cash Amount" in Section 1.1 of the Purchase Agreement is hereby added to read as follows:
  - "LBAME Cash Amount" means the "Estimated Target Cash Amount", as defined in the Sale Agreement, dated on or about May 5, 2009, between Lehman Brothers Holdings plc, Anthony Victor Lomas, Steven Anthony Pearson, Michael John Andrew Jervis and Dan Yoram Schwarzmann (as joint administrators), Neuberger Berman Group LLC and NBEH Limited.
- 16. The definition of "Purchased Assets" in Section 1.1 of the Purchase Agreement is hereby amended as follows:
  - a. Deleting the word "and" at the end of clause (y);
  - b. Deleting the "." at the end of clause (z) and inserting ";";
  - c. Inserting the following text as a new clause (aa): "(aa) all rights and remedies, whether arising under statutory or common law, or by contract (including, but not limited to, any assignment of invention, confidentiality, non-compete or other similar agreements entered into with employees, consultants, licensees, distributors or other third parties), to perfect and secure ownership of the Purchased Intellectual Property; and"; and
  - d. Inserting the following text as a new clause (bb): "(bb) LBHI's rights under the Transition Services Agreement among LBHI, Neuberger Berman Holdings LLC and the certain European insolvency administrators dated as of November 14, 2008 (the "LB Europe TSA") as they relate to services provided to or by the Business."

17. The definition of "Purchased Intellectual Property" in Section 1.1 of the Purchase Agreement is hereby amended by adding the following sentence at the end of such definition:

For the avoidance of doubt, "Purchased Intellectual Property" shall include, without limitation, all of LBHI's and its Subsidiaries' rights in and to the Intellectual Property Rights, Software and Technology set forth on Schedule 1.1(k), other than the rights to the same expressly retained by LBHI and its Subsidiaries pursuant to Section 2.5(e) hereunder.

18. The definition of "Transferred Employee" in Section 1.1 of the Purchase Agreement is hereby amended by adding the following sentence at the end of such definition:

For the avoidance of doubt, each UK Employee shall be a Transferred Employee.

19. The definition of "UK Employees" in Section 1.1 of the Purchase Agreement is hereby added to read as follows:

"<u>UK Employees</u>" shall mean the employees who transfer to Lehman Brothers Asset Management (Europe) Limited as a result of the transactions contemplated by the Sale Agreement between Lehman Brothers Holdings plc, Anthony Victor Lomas, Steven Anthony Pearson, Michael John Andrew Jervis and Dan Yoram Schwarzmann (as joint administrators), Neuberger Berman Group LLC and NBEH Limited dated on or about May 5, 2009, as listed on schedule 3 of that agreement.

- 20. Section 2.5 of the Purchase Agreement is hereby amended by adding thereto as the following provisions after clause (f):
  - (g) <u>Inadvertent Omission</u>. In the event that any Intellectual Property Rights throughout the world that constitute Purchased Intellectual Property are not included within the scope of this Agreement as of the Closing Date ("<u>Omitted Intellectual Property</u>") then, as soon as practicable, such Omitted Intellectual Property shall be assigned, or shall be caused to be assigned, to the Company by amending this Agreement and completing and correcting the schedules hereto or by a separate assignment agreement. Until such date when the assignment of any such Omitted Intellectual Property is in effect and recorded with the applicable Governmental Body, LBHI hereby grants on behalf of itself and its Subsidiaries, and shall cause to be granted, to the Company, as of the Closing Date, a nonexclusive, irrevocable, royalty-free, worldwide, perpetual license in, to and under any Omitted Intellectual Property (with the right to assign and sublicense such rights).
  - (h) <u>Inadvertent Inclusion</u>. In the event that any Intellectual Property Rights throughout the world that do not constitute Purchased Intellectual Property are included as Purchased Assets ("<u>Inaccurate Intellectual Property</u>"), then, as soon as practicable, such Inaccurate Intellectual Property shall be reassigned, or shall be caused to be reassigned, back to LBHI by the Company or its applicable

Subsidiary by amending this Agreement and completing and correcting the schedules hereto or by a separate assignment agreement. Until such date when the assignment of any such Inaccurate Intellectual Property is in effect and recorded with the applicable Governmental Body, the Company hereby grants on behalf of itself and its Subsidiaries, and shall cause to be granted to LBHI, as of the Closing Date, a nonexclusive, irrevocable, royalty-free, worldwide, perpetual license in, to and under any Inaccurate Intellectual Property (with the right to assign and sublicense such rights).

- 21. Section 2.6(b) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:
  - (b) At the Closing, (i) if the Estimated Closing Cash exceeds the Estimated Closing Cash Target, then LBHI shall be entitled to withdraw at the Closing an aggregate amount of Cash equal to such excess from one or more members of the Company Group, and (ii) if the Estimated Closing Cash is less than the Estimated Closing Cash Target, then LBHI shall contribute at the Closing an aggregate amount of Cash equal to such deficiency to one or more members of the Company Group.
- 22. Section 2.7(a) of the Purchase Agreement is hereby amended by:
  - a. replacing the reference therein to "thirty (30) days" to "ninety (90) days."; and
  - b. adding the following after the last sentence of Section 2.7(a):

For the purposes only of the calculation of each of the Closing Net Working Capital, the Final Closing Cash Target and the components of Closing Cash, Closing Net Working Capital and Final Closing Cash Target, the Closing Date shall be deemed to be April 30, 2009; provided, however, that if either LBAME or Neuberger Berman Asia Limited ("NBAL") is acquired by the Company or any of its Subsidiaries after May 7, 2009, then the Closing Date for the purposes of calculations with respect to LBAME or NBAL, as the case may be, shall be the date such entity was acquired, unless the parties otherwise agree.

- 23. Section 7.6(b) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:
  - (b) Without limiting the foregoing, on and after the Closing Date, each party shall cooperate with the other party, without any further consideration, to cause to be executed and delivered, all instruments, including instruments of conveyance, assignment and transfer, and to make all filings with, and to obtain all consents, under any permit, license, agreement, indenture or other instrument, and to take all such other actions as either party may request to take by any other party from time to time, consistent with the terms of this Agreement, in order to effectuate the provisions and purposes of this Agreement and the Ancillary Agreements and, to the extent necessary, (i) the transfer to the Company or any Subsidiary of the Company of any Purchased Asset, and (ii) the transfer of any Excluded Asset or

any Excluded Liability from the Company or any Subsidiary of the Company to LBHI or any of its Subsidiaries (other than those Excluded Assets and Excluded Liabilities which the parties agreed prior to Closing would not be transferred and which are the subject of the Excluded Assets Services Agreement dated as of May 4, 2009, between the Company and LBHI, as the same may be amended from time to time); provided, however, that neither party shall be obligated to make any payment, incur any obligation or grant any concession to any Governmental Body in connection therewith, other than the payment of ordinary and customary fees.

- 24. Section 7.9(c) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:
  - (c) Actual Earn-Out Liabilities. For the avoidance of doubt, if the aggregate payments of all of the earn-out Liabilities set forth on Schedule 1.1(a) are less than the Earn-Out Cash Amount, then the Company shall repay the difference (if any) to LBHI within five Business Days of the day on which all such earn-out Liabilities have been definitively determined, together with interest of 2% per annum, compounded annually, on the amount of such difference, calculated from and including the Closing Date to, but excluding, the date of repayment.
- 25. Section 7.9(d) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:
  - (d) <u>UK Employees</u>. The parties agree to work together in an effort to reduce any UK Employee Liability and will comply with applicable law in all material respects in connection therewith.
- 26. Section 7.10(b)(ii) is hereby amended by deleting "(A) for a Pre-Closing Tax Period, (B)" in the second line thereof.
- 27. Section 7.10(b)(iii) is hereby amended and restated in its entirety to read as follows:

In the case of any Affiliated Acquired Subsidiary, LBHI shall prepare and file the Tax Returns for the Affiliated Group that included such Affiliated Acquired Subsidiary for any Pre-Closing Tax Period or Straddle Period, and LBHI shall timely prepare and file any Tax Return of an Acquired Subsidiary for any period ending within a Pre-Closing Tax Period and shall timely pay the Taxes due and payable on such Pre-Closing Tax Period Tax Returns. Any such Tax Return shall be prepared in a manner consistent with the past practices with respect to such Affiliated Acquired Subsidiary or Acquired Subsidiary, as applicable, except as otherwise required by a change in applicable Law or this Agreement. At least thirty (30) days prior to filing, LBHI shall provide the Company with a copy of the portion of such Tax Returns that relate to the Affiliated Acquired Subsidiaries and each such Tax Return of each Acquired Subsidiary. Within ten (10) days of delivery to the Company any such draft Tax Returns (or the applicable portions thereof which relate to the Affiliated Acquired Subsidiaries), the Company shall inform LBHI of any objections the Company has to such draft Tax Returns (or the

applicable portions thereof which relate to the Affiliated Acquired Subsidiaries), and if the Company has no such objections, then LBHI shall cause to be timely filed such Affiliated Group Tax Return or other such Tax Returns completed on the basis of the draft provided to the Company. If within ten (10) days of delivery to the Company of such draft Tax Returns (or the applicable portions thereof which relate to the Affiliated Acquired Subsidiaries), the Company informs the LBHI of the Company's objection(s) to such draft Tax Returns (or the applicable portions thereof which relate to the Affiliated Acquired Subsidiaries), then LBHI and the Company shall negotiate in good faith to resolve such objection(s). If LBHI and the Company are able to resolve such objection(s) within ten (10) days of the filing deadline for such Tax Return (taking into account any applicable extensions), then LBHI shall cause to be timely filed such Tax Return on the basis agreed upon by LBHI and the Company. If despite such good faith efforts, LBHI and the Company are unable to resolve such objection(s) within such period of time, then the matter shall be submitted to an independent accounting firm acceptable to LBHI and the Company for review and resolution by such accounting firm, which review and resolution shall (i) occur no later than five (5) days prior to the filing deadline of such Tax Return (taking into account any applicable extensions), and (ii) be limited to the basis of the Company's objection(s); and, thereafter, LBHI shall cause to be timely filed such Tax Return on the basis of the draft provided to the Company, as modified to reflect such accounting firm's resolution of the Company's objection(s) thereto. The fees and expenses of the independent accounting firm shall be paid one-half by LBHI and one-half by the Company. The Company shall provide LBHI with any powers of attorney necessary in connection with the discharge by LBHI of its obligations pursuant to this Section 7.10(b)(iii). If in connection with the filing of any Tax Return (other than an income Tax Return) described in this Section 7.10(b)(iii) that is not a Tax Return for an Affiliated Group that includes any Affiliated Acquired Subsidiary, the Company shall, not less than three (3) days prior to the due date (without regard to extensions), provide LBHI with an amount of cash equal to the amount of Tax shown as due on such Tax Return.

28. Section 7.18 of the Purchase Agreement is hereby amended and restated in its entirety as follows:

#### Section 7.18. LBAME Cash.

(a) Promptly following the Closing, (i) the Company shall use its commercially reasonable efforts to take, or cause to be taken, all actions, and do, or cause to be done, all things within its control that are reasonably necessary, proper or advisable to and otherwise take action, subject to applicable law, to allow LBAME to transfer to one or more of its Affiliates as soon as practicable following the Closing an amount equal to (x) the LBAME Cash Amount, minus (y) any amount conclusively determined to be required as regulatory capital in compliance with the rules and regulations of the Financial Services Authority (United Kingdom) (the transfer of such amount, the "Transfer"), and (ii) the parties shall cooperate in all respects with each other in the taking of actions or

the preparation of materials in connection with the foregoing obligations. For the avoidance of doubt, any preliminary determination as to the level of such required regulatory capital shall not constitute the Transfer.

- (b) In connection with the obligations in this <u>Section 7.18</u>, (i) the Company shall keep LBHI promptly informed of all material actions and the ongoing status of such material actions in respect of the Transfer and any other material matter related to the LBAME Cash Amount and the Transfer; (ii) to the extent practicable and permitted, provide LBHI with draft copies of all material documentation and plans for action relevant to the foregoing and the LBAME Cash Amount at such time as will allow LBHI a reasonable opportunity to comment to such documentation and plans for action before they are finalized or acted upon; and (iii) the Company shall take into account any reasonable comments and promptly provide LBHI with a copy of such documentation or plans for action in the final form.
- (c) On the earlier to occur of (i) the End Date, and (ii) such date that is five Business Days following the Transfer, the Company shall, or shall cause one or more of its Subsidiaries to, pay to Neuberger Berman Holdings LLC, or to such other party as LBHI directs, cash in an amount equal to the LBAME Cash Amount. Such payment shall be by wire transfer of immediately available funds. For the purposes of this provision, "End Date" means the date which is three months after the Closing; provided, however, that if, the Company has been diligent and has used commercially reasonable efforts to complete the Transfer before the end of such three month period and the Transfer has not been completed by such time, the End Date will be delayed to a later date to be agreed by the parties, but in no event extended beyond an additional six months (being nine months from Closing). To the extent the Company is able to transfer on one or more occasions a portion of the LBAME Cash Amount prior to completion of the Transfer, the Company will pay or cause to be paid each such amount promptly to LBHI; provided, however, that the Company shall pay or cause to be paid the remainder of the LBAME Cash Amount in accordance with the preceding sentences of this Section 7.18(c).
- (d) The payment to Neuberger Berman Holdings LLC, LBHI, or to any other party at the direction of LBHI, of any amounts pursuant to clause (c) above, shall not be treated as a distribution by the Company to any "LBHI Member," as such term is defined in the Second Amended and Restated Limited Liability Company Agreement of NBG LLC, dated as of May 4, 2009 (the "NBG LLC Agreement") for any purpose under the NBG LLC Agreement. Notwithstanding anything to the contrary in this Agreement, the NBG LLC Agreement or any related document or agreement, it is the intention of LBHI and the Company that the transfer of the LBAME Cash Amount to the Company and/or its Subsidiaries shall, at all times, be treated as an advance to the Company or any of its Subsidiaries, and the payments under clause (c) above shall be treated as a repayment of such

advance and not as a distribution from the capital of the Company or its Subsidiaries.

- 29. Section 7.19(d)(ii) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:
  - (ii) [Intentionally Omitted]
- 30. Section 7.19(e) is hereby added to read as follows:
  - (e) For purposes of clarity, the parties agree that all Furniture, Equipment and other personal property used in the conduct of the Business at 399 Park Avenue, New York, New York ("399 Park") shall not constitute Purchased Assets (except for audio-visual equipment) and the furniture and equipment formerly located on the fourth (4th) Floor of 399 Park and currently held in storage at Hanover Moving & Storage Co., 50 Dey Street, Jersey City, New Jersey 07306 shall constitute Purchased Assets.
- 31. Section 7.23 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

The parties acknowledge and agree that consents from the landlords have not been obtained as of the Closing Date with respect to the transfer and assignment of the Transferred Real Property Leases (excluding those leases where the tenant is an entity whose interests are being acquired by the Company or a member of the Company Group and for which no assignment and assumption of the Transferred Real Property Lease is required to be delivered) and that, as a result, such Transferred Real Property Leases are being treated for all purposes hereunder as Deferred Transfer Purchased Assets and all obligations and liabilities thereunder are being treated for all purposes hereunder, collectively, as a Deferred Transfer Assumed Liability with such treatment to continue, with respect to any particular Transferred Real Property Lease, until the earlier of (a) the assignment of such Transferred Real Property Lease to the Company or a member of the Company Group following the receipt of the required consent from the applicable landlord, as contemplated hereunder, and (b) the remaining term of such Transferred Real Property Lease (or, if terminated earlier, for as long as such Transferred Real Property Lease remains in effect).

- 32. Schedule 7.26 of the Purchase Agreement (Withdrawal of Lehman Brothers Holdings Inc. Capital) is hereby amended and restated in its entirety as attached hereto.
- 33. Section 7.33 of the Purchase Agreement is hereby amended and restated in its entirety as follows:
  - 7.33 <u>Intercompany Accounts</u>.
  - (a) Except as otherwise mutually agreed by the parties, at or prior to the Closing, LBHI shall, and shall cause its Acquired Subsidiaries and Neuberger

Berman Group LLC to, settle all intercompany transactions between any Acquired Subsidiary or Neuberger Berman Group LLC (on the one hand) and LBHI or any Subsidiary of LBHI (other than any Acquired Subsidiary or Neuberger Berman Group LLC) (on the other hand), such that, from and after the Closing, there will be no intercompany Liabilities between LBHI and its Subsidiaries (on the one hand) and any member of the Company Group (on the other hand). Notwithstanding the foregoing, (a) any intercompany transactions between any Acquired Subsidiary or Neuberger Berman Group LLC (on the one hand) and any affiliate of LBHI subject to or under administration, receivership, bankruptcy, or other similar insolvency proceeding in any non-U.S. jurisdiction, Lehman Brothers Inc., and any other affiliate of LBHI subject to a proceeding under SIPA, chapter 7 of the Bankruptcy Code, or that is not under the direct or indirect control of LBHI such as by reason of the appointment of a trustee, administrator, liquidator or the like (any such entity, a "Non-Controlled Lehman Party") (on the other hand) will not be settled; (b) any intercompany transactions between LBHI or any Subsidiary of LBHI (other than any Acquired Subsidiary or Neuberger Berman Group LLC) (on the one hand) and Lehman Brothers Asset Management (Europe) Ltd. or any of its Subsidiaries (on the other hand) will not be settled; and (c) any intercompany transactions between LBHI or any Subsidiary of LBHI (other than any Acquired Subsidiary or Neuberger Berman Group LLC) (on the one hand) and Neuberger Berman Asia Limited., f/k/a Lehman Brothers Asset Management Asia Ltd., or any of its Subsidiaries will not be settled.

- (b) All receivables (and any claims predicated thereon) owed to Neuberger Berman Group LLC or any Acquired Subsidiary in respect of intercompany transactions between any Acquired Subsidiary or Neuberger Berman Group LLC (on the one hand) and any Non-Controlled Lehman Party (on the other hand) shall be deemed to be Excluded Assets, but only to the extent that any such receivable constitutes a current asset. All payables owed by Neuberger Berman Group LLC or any Acquired Subsidiary in respect of intercompany transactions between any Acquired Subsidiary or Neuberger Berman Group LLC (on the one hand) and any Non-Controlled Lehman Party (on the one hand) shall be deemed to be Excluded Liabilities, but only to the extent that any such payable constitutes a current Liability.
- 34. Section 10.2 of the Purchase Agreement is hereby amended by replacing both references to "the Company" in the first proviso thereof with "NBSH Acquisition, LLC and the Company Group".
- 35. For purposes of clarification, the rights granted to the Company pursuant to clause (r) of the definition of "Purchased Assets" includes a non-exclusive sub-license to LBHI's rights under Section 8.9 of the BarCap APA with respect to non-Mark Intellectual Property Rights set forth on Exhibit B hereto.

Except as amended hereby, all of the terms of the Purchase Agreement shall remain in full force and effect and are hereby ratified in all respects. On and after the date of this letter agreement,

each reference in the Purchase Agreement to "this Agreement", "hereunder", "hereof", "herein" or words of like import, and each reference to the Purchase Agreement in any other agreements, documents or instruments executed and delivered pursuant to, in connection with or in relation to the Purchase Agreement, shall mean and be a reference to the Purchase Agreement, as amended by this letter agreement.

Each of the Company and LBHI hereby represents and warrants to each other that: (a) such party has all requisite power and authority to execute and deliver this letter agreement; (b) the execution and delivery of this letter agreement by such party have been duly authorized by all requisite action on the part of such party; and (c) this letter agreement has been duly and validly executed and delivered by such party hereto.

THIS LETTER AGREEMENT, AND ALL CLAIMS OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT) THAT MAY BE BASED UPON, ARISE OUT OF OR RELATE TO THIS LETTER AGREEMENT (INCLUDING ANY AMENDMENT, SUPPLEMENT OR WAIVER OF THIS LETTER AGREEMENT), OR THE NEGOTIATION, EXECUTION OR PERFORMANCE OF THIS LETTER AGREEMENT (INCLUDING ANY AMENDMENT, SUPPLEMENT OR WAIVER OF THIS LETTER AGREEMENT) AND THE TRANSACTIONS CONTEMPLATED HEREBY, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

This letter agreement may be executed in multiple counterparts, each of which will be deemed to be an original copy of this letter agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

[Remainder of page intentionally left blank. Signature page follows.]

If the foregoing is consistent with your understanding, please so indicate by signing below and returning a copy of this letter to us.

Very truly yours,

LEHMAN BROTHERS HOLDINGS INC.

By:

Name: William Fox

Title: Controller, Treasurer and Executive Vice President

ACCEPTED AND AGREED TO AS OF THE DATE FIRST WRITTEN ABOVE:

NBSH ACQUISITION, LLC

By:		 	
Name:			
Title:			
Ву:		 	
Name:			
Title:			

If the foregoing is consistent with your understanding, please so indicate by signing below and returning a copy of this letter to us.

Very truly yours,

LEHMAN BROTHERS HOLDINGS INC.

By:

Name: William Fox

Title: Controller, Treasurer and Executive Vice President

ACCEPTED AND AGREED TO AS OF THE DATE FIRST WRITTEN ABOVE:

NBSIA COLISITION LLC

By:

By: \_

Name

# Schedule 1.1(c)

### **Included Businesses and Funds<sup>1</sup>**

#### Neuberger Berman

Mutual Funds
Closed-end Funds
Private Asset Management
Equities Institutional Separate Accounts
Equities WRAP (including Managed Accounts Group and model portfolio)
Intermediary Distribution
Third-party Sub-advisory (funds & separately managed accounts)
Equities Global Balanced Portfolio

#### **Neuberger Berman Long Only Private Fund**

Amadeus Partners
Neuberger Berman International Opportunities Fund
Neuberger Berman International Equities Fund
HAS Partners Fund, LP
HAS Partners Retirement Fund, LP
590 Partners, LP
Neuberger Berman Income Plus Fund
Capital Group Opportunistic Fund
Neuberger Berman International Large Cap Institutional Fund
DJG Small Cap Value Fund

#### **Fixed Income**

Liquidity

Liquidity Funds – Americas (Registered Funds) Liquidity Institutional Separate Accounts - Cash Liquidity Institutional Separate Accounts - Short Duration

*Municipals* 

Non-Liquidity Municipals Liquidity Municipals

Investment Grade

Active Core

<sup>&</sup>lt;sup>1</sup>For the avoidance of doubt, in the case of a conflict, the items set forth on Schedule 1.1(d) (Excluded Businesses and Funds) supersede the items set forth herein.

Index/Passive

Separately Managed Accounts

Fixed Income SMA

Funds

Unregistered Funds
Third-party Sub-advisory
FI WRAP (including Managed Accounts Group and model portfolio)
Investment Advisory Contract relating to Lehman Brothers Trust Company, N.A.
Collective Investment Trust - Enhanced Intermediate Government Credit Fund

Leveraged Asset Management

High Yield

Loans (CLO collateral management, Institutional swaps / separate accounts)

Structured Products

CDO Collateral Management (Verde, Midori, Libra, Wicker Park, Trinity, Ceago) Lehman Brothers Credit Arbitrage Fund Lehman Brothers Mortgage Opportunity Fund ABS other than Enhanced LIBOR

# Hedge Funds (including all related parallel funds, alternative investment vehicles, feeders, blockers, other affiliated fund entities, separate accounts, advisory, sub-advisory and similar relationships)

Fund of Funds

Lehman Brothers Balanced Fund

Lehman Brothers Diversified Arbitrage Fund

Lehman Brothers Diversified Arbitrage Fund II

Lehman Brothers Diversified Arbitrage Fund III

Lehman Brothers Dual Strategies Fund

Lehman Brothers Long/Short Fund

Lehman Brothers Long/Short Fund II

Lehman Brothers

Lehman Brothers Alpha Transport Fund

Lehman Brothers Select Access Fund

Lehman Brothers Relative Value Fund

Single Manager

Lehman Brothers All Cap Alpha Fund

Lehman Brothers Credit Arbitrage Fund

Lehman Brothers GTAA Fund I

Lehman Brothers GTAA Fund II

Lehman Brothers Q Fund

Strategic Commodities Fund

Strategic Commodities Fund II

Strategic Commodities Fund III

Lehman Brothers G+ Commodities Fund

Lehman Brothers Multi-Cap Long/Short Fund

Lehman Brothers Pine Rock Fund

Lehman Brothers Large-Cap Equity Long/Short Fund

# <u>Private Equity (including all related parallel funds, alternative investment vehicles, feeders, blockers, other affiliated fund entities, separate accounts, advisory, sub-advisory and similar relationships)</u>

Credit-Related

Lehman Brothers Global Mezzanine Partners (start-up)

PFIG - Crossroads

Lehman Crossroads Fund XVII Lehman Crossroads Fund XVIII

PFIG- Co-invest

Lehman Brothers Co-Investment Partners Lehman Brothers Investment Holdings

*PFIG - Secondary* 

Lehman Brothers Secondary Opportunities Fund Lehman Brothers Secondary Opportunities Fund II

*Private Equity Fund of Funds – Other* 

Lehman Brothers Distressed Opportunities Fund

Lehman Brothers Emerging Manager Fund

Lehman Brothers Directed Venture Capital Fund

Lehman Brothers Real Assets Fund

Lehman Brothers Real Assets Fund II

Lehman Brothers Custom Fund A

Pension Fund Separate Account PE 2007

Lehman Brothers Private Equity Partners Limited
Lehman Brothers Secondary Fund of Funds
Lehman Brothers Alternative Asset Allocation Fund (ALTAA)
Feeder Fund

Infrastructure

Lehman Brothers Global Infrastructure Partners (start-up) Lehman Brothers India Infrastructure Partners (start-up)

#### **Europe Asset Management**

LBAM (Europe) Alpha Funds LBAM (Europe) Global Bond Separate Investment Advisory Accounts

#### **Asia Asset Management**

Lehman Brothers Greater China Long/Short Fund

# Asian and European Fund Businesses (including supporting infrastructure)

Strategic Advisory

Dow Chemical: Lehman Brothers Dedicated Offshore I Global Bond Fund Limited Lehman Brothers Global Bond Fund (Offshore) Limited

#### **Asian and European Segregated Account Mandates**



Asia segregated accounts contracted to any IMD entity in Asia

#### Other

Europe Distribution Platform Asia Distribution Platform North America Distribution Platform

#### Schedule 1.1(d)

#### **Excluded Businesses and Funds<sup>2</sup>**

#### **Fixed Income**

Liquidity

Liquidity Funds – Europe Lehman Brothers Enhanced Cash Fund

Structured Products

ABS Enhanced LIBOR

Hedge Funds (including (i) all related parallel funds, alternative investment vehicles, feeders and blockers, (ii) other affiliated fund entities, separate accounts, management advisory, sub-advisory and similar relationships, in each case, exclusively related to such funds, and (iii) all related general partner, limited partner or other equity interests therein.)

Fund of Funds

Lehman Brothers Directional Opportunities Fund Lehman Brothers Europe Long/Short Element Fund Lehman Brothers Global Diversity Fund Lehman Brothers Asia Multi-Strategy Fund Lehman Brothers Alpha Track Fund Lehman Brothers Asia Long/Short Element Fund Lehman Brothers Long/Short Asia (Offshore) Fund

Single Manager

Satori Technology Fund
LibertyView Plus Fund
LibertyView Fund
LibertyView Global Risk Arbitrage Fund
LibertyView Special Opportunities Fund
LibertyView Credit Opportunities Fund
LibertyView Credit Opportunities Fund II
LibertyView Credit Select Fund
LibertyView Leveraged Plus Fund
LibertyView Alternative Blend Fund
LibertyView Convertible Arbitrage Fund

<sup>&</sup>lt;sup>2</sup> For the avoidance of doubt, in the case of a conflict, the items set forth above supersede the items set forth on Schedule 1.1 (c) (Included Businesses and Funds).

#### **European Quant Funds**

Hedge Advisor Program

Private Equity (including (i) all related parallel funds, alternative investment vehicles, feeders and blockers, (ii) other affiliated fund entities, separate accounts, management advisory, sub-advisory and similar relationships, in each case, exclusively related to such funds, and (iii) all related general partner, limited partner or other equity interests therein.)

#### Merchant Banking

Lehman Brothers Merchant Banking Partners
Lehman Brothers Merchant Banking Partners II
Lehman Brothers Merchant Banking Partners III
Lehman Brothers Merchant Banking Partners IV
Lehman Brothers Merchant Banking Partners IV (Europe)

#### Venture Capital

Lehman Brothers Venture Capital Group (pre-fund, 1996-1998, aka VC Fund I)

Lehman Brothers Venture Capital Partners LP (VC Fund II)

Lehman Brothers Venture Partners

Lehman Brothers Venture Capital Partners 2002 LP (VC Fund III)

Lehman Brothers Venture Partners 2003-C (VC Fund IV)

Lehman Brothers Venture Partners 2003-P (VC Fund IV)

Lehman Brothers Venture Partners V

#### Real Estate

Lehman Brothers Real Estate Partners II
Lehman Brothers Real Estate Partners III
Lehman Brothers Real Estate Partners III (India)
Lehman Brothers Real Estate Mezzanine Partners
Lehman Brothers Real Estate Mezzanine Partners II

#### Credit-Related

Lehman Brothers CDO Opportunity Partners I

Lehman Brothers CDO Mezzanine Fund 2005-1 Unit Trust

Lehman Brothers CDO Opportunity Partners II

Lehman Brothers European Mezzanine Partners 2003

Lehman Brothers European Mezzanine Partners II

Lehman Brothers Distressed Structured Credit Fund

Lehman Brothers Loan Opportunity Fund

*PFIG – Crossroads* 

Crossroads Legacy Funds (any and all Crossroads Funds before XVII)

MLP

Lehman Brothers MLP Opportunity Fund

Strategic Partners Group

Strategic Partners Group (start-up)

Partnership Account Fund

Lehman Brothers Partnership 2000/2001 Fund and related businesses and funds, if any

Diversified Private Equity Fund

Lehman Brothers Diversified Private Equity Fund 2004 and related businesses and funds, if any

### **Europe Asset Management**

Lehman Brothers Myryllion Fund Structured Asset Management Furno & del Castano Capital Partners (FCCP)

#### Asian and European Fund Businesses (including supporting infrastructure)

Global Multi-Strategy Fund

#### **Asia Asset Management**

Lehman Brothers Australia Limited Lehman Brothers Asset Management Limited (formerly known as Grange)

#### **Other**

Executive Monetary Management Inc. Sage Partners, LLC

#### Schedule I

#### **Business Entities**

Lehman Brothers Mortgage Opportunity Associates Ltd.

Lehman Brothers Management LLC

Lehman Brothers Alternative Investment Management LLC

LBAIM GP, LLC

Lehman Brothers AIM, GP LLC

Lehman Brothers Management GP LLC

Lehman Brothers Secondary Opportunities Associates L.L.C.

Lehman Brothers Secondary Opportunities Associates II L.L.C.

Lehman Brothers Secondary II Offshore GP Ltd.

Lehman Brothers Co-Investment Associates L.L.C.

Lehman Brothers Co-Investment Associates Cayman Ltd.

Lehman Brothers Investment Holdings Associates L.L.C.

Lehman Brothers Alternative Asset Allocation Advisers LLC

Lehman Brothers Private Fund Management (Offshore) Ltd.

Lehman Brothers Real Assets Fund Special Limited Partner GP, LLC\*

Lehman Brothers Real Assets Fund II Special Limited Partner GP, LLC\*

Lehman Crossroads Fund XVIII Special Limited Partner GP, LLC\*

Lehman Crossroads Series XVII Private Investment Portfolio Manager GP, LLC\*

Lehman Brothers

Directed Venture Capital Fund GP, LLC\*

LBDOF Special Limited Partner GP, LLC\*

Lehman Brothers

PE 2007 FP GP, LLC\*

Lehman Brothers Emerging Manager GP, LLC\*

LBPEP GP Limited\*

Lehman Brothers Custom Fund A GP, LLC\*

Neuberger Berman Asia Limited

Neuberger Investment Management Japan Limited (Japan)

Neuberger Investment Management Singapore Pte. Limited (Singapore)

Lehman Brothers General Management (Cayman) Limited

Lehman Brothers Asset Management LLC

Lehman Brothers AIM Holdings LLC

Lehman Brothers AIM Holdings II LLC

Lehman Brothers AIM Holdings III LLC

Neuberger Berman LLC

Neuberger Berman Management LLC

Lehman Brothers Asset Management (Ireland) Ltd.

Lehman Brothers Asset Management (Europe) Ltd.

<sup>\*</sup>For the avoidance of doubt, Seller's limited partnership interests in the Special Limited Partner entities are also included.

#### Schedule 1.1(j)

### **Transferred Real Property Leases**

- Lease Agreement for 10420 Little Patuxent Parkway, Columbia, Maryland, between Columbia Management, Inc., as Landlord and Neuberger Berman Management Inc., as Tenant, dated August 25, 1999, as amended.
- Office Lease Agreement for the Republic Center at St. Paul, located at 325 N. St. Paul Street, Dallas, Texas, between Four Point Star Operating Company, L.P., as Landlord and Lehman Brothers Private Funds Investment Company, L.P., as Tenant, dated October 9, 2003 and amended by Amendment to Office Lease Agreement, dated August 28, 2007, Amendment to Office Lease Agreement, dated March, 2008 and further amended by Amendment to Office Lease Agreement, dated June 13, 2008.
- Agreement of Lease for 605 Third Avenue, New York, New York, between Fisher 40th & 3rd Company, as Landlord and Neuberger & Berman, as Tenant, dated April 2, 1991, as amended.
- Lease Agreement for 401 East Jackson Street, Tampa, Florida between Suntrust Financial Centre, as Landlord and Neuberger Berman Inc., as Tenant, dated September 29, 2000, as amended.
- Office Service Agreement for office space at Regus Houston Two Allen Center, 1200 Smith Street, 16th Floor, Houston, Texas between Neuberger Berman, as Tenant, and Regus Management Group, LLC, as Landlord, dated March 3, 2009.
- Lease Agreement with respect to Suite No. 250 at 620 Newport Center Drive, Newport Beach, California between The Irvine Company LLC, as Landlord, and Neuberger Berman LLC, as Tenant, dated March 3, 2009.
- Sublease with respect to space at 600 Montgomery Street, San Francisco, California between Bank of America, N.A., as Sublandlord, and Neuberger Berman Holdings LLC, as Subtenant, dated March 9, 2009.
- Lease Agreement with respect to Suite 1020 at 525 Okeechobee Boulevard, West Palm Beach, Florida between CityPlace Office I, L.L.C., as Landlord, and Neuberger Berman Holdings LLC, as Tenant, dated January 27, 2009.
- Turn Key Datacenter Lease with respect to certain space at 3 Corporate Place, Piscataway, New Jersey between Digital Piscataway, LLC, as Landlord, and Neuberger Berman Holdings LLC, as Tenant, dated March 27, 2009.
- Office Service Agreement with respect to space located at 1050 Connecticut Avenue NW, Washington DC, between Regus Management Group, LLC, as Landlord and Neuberger Berman Holdings LLC, as Tenant dated April 22, 2009.

# Schedule 7.26

Withdrawal of Lehman Brothers Holdings Inc. Capital

# [REDACTED]

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#### Schedule 1.1(k)

# **Certain Purchased Intellectual Property**

# Copyrights

Title	Registration Number	<u>Owner</u>
The Neuberger Berman Equation	TX-0005017631	Neuberger Berman, LLC

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# **Trademarks**

<u>Title</u>	Country	Appl. No.	Reg. No.	<u>Owner</u>
CAPITAL ANALYTICS	CTM	2328722	2328722	Capital Analytics II, L.P.
CAPITAL ANALYTICS	USA	76/269742		Capital Analytics II, L.P.
CINVAACS	CTM	2328862	2328862	Capital Analytics II, L.P.
CINVAACS	USA	76/271924	2662109	Capital Analytics II, L.P.
G GUARDIANMUTUAL FUND INC. & Design	USA	73/315069	1210892	Guardian Mutual Fund Inc.
CMAP	USA	77/245260	3477772	Lehman ALI, Inc.
50/50 PORTFOLIO	USA	75/874531	2436747	Lehman ALI, Inc.
PRECISION ALLOCATION STRATEGY	USA	74/618072		Lehman ALI, Inc.
THE ADVISORS FUND L.P.	USA	74/050806	1694800	Lehman ALI, Inc.
U.S. STRATEGY PORTFOLIO	USA	75/789697		Lehman ALI, Inc.
CROSSROADS	СТМ	1044643	1044643	Lehman Brothers Private Fund Management LP
CROSSROADS	USA	75/337401	2214154	Lehman Brothers Private Fund Management LP
CROSSROADS CATALYST	СТМ	2327955	2327955	Lehman Brothers Private Fund Management LP
CROSSROADS CATALYST	USA	76/269744	2617642	Lehman Brothers Private Fund Management LP
CROSSROADS CHRONICLES	СТМ	2328102	2328102	Lehman Brothers Private Fund Management LP
CROSSROADS CHRONICLES	USA	76/269743	2706229	Lehman Brothers Private Fund Management LP
THE CROSSROADS GROUP	USA	75/337723	2214159	Lehman Brothers Private Fund Management LP
THE MAIN OFFICE	USA			Lehman Brothers Private Fund Management LP
EVALUATE	USA			Lehman Brothers Private Fund Management LP
SAAV	USA			Lehman Brothers Private Fund Management LP

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<u>Title</u>	Country	Appl. No.	Reg. No.	<u>Owner</u>
PAARTNERS	USA			Lehman Brothers Private Fund Management LP
ROADNOTES	USA			Lehman Brothers Private Fund Management LP
LIGHTPOINT CAPITAL MANAGEMENT	USA	76/637227	3084286	Lehman Brothers Asset Management LLC
LIGHTPOINT CAPITAL MANAGEMENT LLC (Stylized)	USA	76/637226	3178980	Lehman Brothers Asset Management LLC
CAM	USA	76/008810		Neuberger Berman Management LLC
COLLATERAL ASSET MORTGAGE	USA	76/008809		Neuberger Berman Management LLC
E4	USA	75/769271		Neuberger Berman Management LLC
FAS & Design	USA	75/732949		Neuberger Berman Management LLC
FOCUS FUND	USA	74/700552	1973798	Neuberger Berman Management LLC
FOCUS TRUST	USA	74/700563	1973799	Neuberger Berman Management LLC
FSA FUND SELECTION ACCOUNT	USA	76/182326		Neuberger Berman Management LLC
FUNDFONE	USA	75/093564	2165049	Neuberger Berman Management LLC
FUNDS FOCUS	USA	74/122968	1668497	Neuberger Berman Management LLC
IF WE DON'T INVEST IN OUR FUNDS, WHY SHOULD YOU?	USA	74/581444	1922428	Neuberger Berman Management LLC
MANHATTAN ASSETS	USA	75/235517	2123917	Neuberger Berman Management LLC
MANHATTAN FUND	USA	74/725736	2056766	Neuberger Berman Management LLC
MANHATTAN TRUST	USA	74/725735	2056765	Neuberger Berman Management LLC

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<u>Title</u>	Country	Appl. No.	Reg. No.	Owner
MONEY MANAGEMENT IS WHAT WE DO	USA	75/190738	2759538	Neuberger Berman Management LLC
NEUBERGER & BERMAN EQUITY FUNDS (Stylized)	USA	74/628135	1958688	Neuberger Berman Management LLC
NEUBERGER & BERMAN EQUITY TRUST (Stylized)	USA	74/628132	1957596	Neuberger Berman Management LLC
NEUBERGER & BERMAN GOVERNMENT INCOME FUND	USA	74/578119	1939550	Neuberger Berman Management LLC
NEUBERGER & BERMAN GOVERNMENT INCOME TRUST	USA	74/578136	1955877	Neuberger Berman Management LLC
NEUBERGER & BERMAN INCOME FUNDS (Stylized)	USA	74/628133	1956084	Neuberger Berman Management LLC
NEUBERGER & BERMAN INCOME TRUST (Stylized)	USA	74/628139	1956085	Neuberger Berman Management LLC
NEUBERGER & BERMAN INTERNATIONAL FUND (Stylized)	USA	74/628134	1954701	Neuberger Berman Management LLC
NEUBERGER & BERMAN MANAGEMENT INC. (Stylized)	USA	74/628138	1957597	Neuberger Berman Management LLC
NEUBERGER & BERMAN NEW YORK INSURED INTERMEDIATE FUND	USA	74/578127	1940800	Neuberger Berman Management LLC
NEUBERGER & BERMAN PARTNERS FUND (Stylized)	USA	74/670225	1999371	Neuberger Berman Management LLC
NEUBERGER & BERMAN SELECTED SECTORS FUND	USA	74/578141	1942406	Neuberger Berman Management LLC
NEUBERGER & BERMAN SELECTED SECTORS TRUST	USA	74/578121	1939551	Neuberger Berman Management LLC
NEUBERGER & BERMAN SOCIALLY RESPONSIVE FUND	USA	74/670199	1999370	Neuberger Berman Management LLC

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<u>Title</u>	Country	Appl. No.	Reg. No.	<u>Owner</u>
NEUBERGER & BERMAN TRUST COMPANY THE TRUST COMPANY WITH INVESTMENT EXPERTISE	USA	74/529049	1913739	Neuberger Berman Management LLC
NEUBERGER & BERMAN ULTRA SHORT BOND FUND	USA	74/578125	1939553	Neuberger Berman Management LLC
NEUBERGER & BERMAN ULTRA SHORT BOND TRUST	USA	74/578143	1939557	Neuberger Berman Management LLC
NEUBERGER BERMAN & Design	USA	75/515412		Neuberger Berman Management LLC
NEUBERGER BERMAN ADVISERS MANAGEMENT LIMITED MATURITY BOND PORTFOLIO	USA	75/661844	2468284	Neuberger Berman Management LLC
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST	USA	75/661888	2470270	Neuberger Berman Management LLC
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST BALANCED PORTFOLIO	USA	75/661848	2468286	Neuberger Berman Management LLC
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST FOCUS PORTFOLIO	USA	78/207894	2929676	Neuberger Berman Management LLC
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST GROWTH PORTFOLIO	USA	75/661847	2468285	Neuberger Berman Management LLC
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST GUARDIAN PORTFOLIO	USA	75/661846		Neuberger Berman Management LLC

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<u>Title</u>	Country	Appl. No.	Reg. No.	Owner
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST INTERNATIONAL PORTFOLIO	USA	75/661845	2643287	Neuberger Berman Management LLC
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST LIQUID ASSET PORTFOLIO	USA	75/661843	2468283	Neuberger Berman Management LLC
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST MID-CAP GROWTH PORTFOLIO	USA	75/661842	2496769	Neuberger Berman Management LLC
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST PARTNERS PORTFOLIO	USA	75/661841	2498749	Neuberger Berman Management LLC
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST REGENCY PORTFOLIO	USA	78/207899	2929677	Neuberger Berman Management LLC
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST SOCIALLY RESPONSIVE PORTFOLIO	USA	75/661840	2615669	Neuberger Berman Management LLC
NEUBERGER BERMAN CASH RESERVES	USA	74/578122	1939552	Neuberger Berman Management LLC
NEUBERGER BERMAN CENTURY ASSETS	USA	75/806905		Neuberger Berman Management LLC
NEUBERGER BERMAN CENTURY FUND	USA	75/806906	2632302	Neuberger Berman Management LLC
NEUBERGER BERMAN CENTURY TRUST	USA	75/806903		Neuberger Berman Management LLC
NEUBERGER BERMAN EQUITY ASSETS	USA	75/235466	2123915	Neuberger Berman Management LLC
NEUBERGER BERMAN EQUITY FUNDS	USA	74/577961	1940796	Neuberger Berman Management LLC

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<u>Title</u>	Country	Appl. No.	Reg. No.	Owner
NEUBERGER BERMAN EQUITY SERIES	USA	75/661887		Neuberger Berman Management LLC
NEUBERGER BERMAN EQUITY TRUST	USA	74/577958	1939545	Neuberger Berman Management LLC
NEUBERGER BERMAN FOCUS ASSETS	USA	75/235467	2123916	Neuberger Berman Management LLC
NEUBERGER BERMAN FOCUS FUND	USA	74/628137	1958690	Neuberger Berman Management LLC
NEUBERGER BERMAN FOCUS TRUST	USA	74/670200	2223474	Neuberger Berman Management LLC
NEUBERGER BERMAN FUND ADVISORY SERVICE	USA	75/543797	2632088	Neuberger Berman Management LLC
NEUBERGER BERMAN FUNDS	USA	74/577960	1959844	Neuberger Berman Management LLC
NEUBERGER BERMAN FUNDS	USA	74/599629	1955959	Neuberger Berman Management LLC
NEUBERGER BERMAN GENESIS ASSETS	USA	75/661882		Neuberger Berman Management LLC
NEUBERGER BERMAN GENESIS FUND	USA	74/577959	1943757	Neuberger Berman Management LLC
NEUBERGER BERMAN GENESIS TRUST	USA	74/578116	1939547	Neuberger Berman Management LLC
NEUBERGER BERMAN GOVERNMENT MONEY FUND	USA	74/578139	1940801	Neuberger Berman Management LLC
NEUBERGER BERMAN HIGH INCOME BOND FUND	USA	78/218106	2877175	Neuberger Berman Management LLC
NEUBERGER BERMAN HIGH YIELD BOND FUND	USA	75/661883	2458105	Neuberger Berman Management LLC
NEUBERGER BERMAN INCOME FUNDS	USA	74/577963	1939546	Neuberger Berman Management LLC
NEUBERGER BERMAN INCOME TRUST	USA	74/577962	1940797	Neuberger Berman Management LLC
NEUBERGER BERMAN INFLUENTIAL ADVISOR	USA	76/406953		Neuberger Berman Management LLC

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<u>Title</u>	Country	Appl. No.	Reg. No.	<u>Owner</u>
NEUBERGER BERMAN INTERNATIONAL FUND	USA	74/578142	1939556	Neuberger Berman Management LLC
NEUBERGER BERMAN INTERNATIONAL TRUST	USA	75/661884		Neuberger Berman Management LLC
NEUBERGER BERMAN LIMITED MATURITY BOND FUND	USA	74/578137	1939554	Neuberger Berman Management LLC
NEUBERGER BERMAN LIMITED MATURITY BOND TRUST	USA	74/578138	1939555	Neuberger Berman Management LLC
NEUBERGER BERMAN MANAGEMENT LLC	USA	74/581445	1940808	Neuberger Berman Management LLC
NEUBERGER BERMAN MANHATTAN ASSETS	USA	75/235964	2123913	Neuberger Berman Management LLC
NEUBERGER BERMAN MANHATTAN FUND	USA	74/578126	2022838	Neuberger Berman Management LLC
NEUBERGER BERMAN MANHATTAN TRUST	USA	74/578117	1939548	Neuberger Berman Management LLC
NEUBERGER BERMAN MILLENNIUM ASSETS	USA	75/661885		Neuberger Berman Management LLC
NEUBERGER BERMAN MILLENNIUM FUNDS	USA	75/661889	2458106	Neuberger Berman Management LLC
NEUBERGER BERMAN MILLENNIUM TRUST	USA	75/661865		Neuberger Berman Management LLC
NEUBERGER BERMAN MUNICIPAL FUNDS (Stylized)	USA	74/628136	1958689	Neuberger Berman Management LLC
NEUBERGER BERMAN MUNICIPAL MONEY FUND	USA	74/578118	1939549	Neuberger Berman Management LLC
NEUBERGER BERMAN MUNICIPAL SECURITIES TRUST	USA	74/578123	1942405	Neuberger Berman Management LLC
NEUBERGER BERMAN PARTNERS ASSETS	USA	75/235465	2123914	Neuberger Berman Management LLC
NEUBERGER BERMAN PARTNERS FUND	USA	74/578140	2022839	Neuberger Berman Management LLC

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<u>Title</u>	Country	Appl. No.	Reg. No.	<u>Owner</u>
NEUBERGER BERMAN PARTNERS TRUST	USA	74/578120	2011362	Neuberger Berman Management LLC
NEUBERGER BERMAN PLAN IQ	USA	78/229580	2883250	Neuberger Berman Management LLC
NEUBERGER BERMAN PLAN SELECT	USA	78/229608		Neuberger Berman Management LLC
NEUBERGER BERMAN REGENCY ASSETS	USA	75/661839		Neuberger Berman Management LLC
NEUBERGER BERMAN REGENCY FUND	USA	75/661866	2458104	Neuberger Berman Management LLC
NEUBERGER BERMAN REGENCY TRUST	USA	75/661879		Neuberger Berman Management LLC
NEUBERGER BERMAN SOCIALLY RESPONSIVE ASSETS	USA	75/661890		Neuberger Berman Management LLC
NEUBERGER BERMAN SOCIALLY RESPONSIVE FUND	USA	74/578124	1959846	Neuberger Berman Management LLC
NEUBERGER BERMAN STRATEGIC INCOME FUND	USA	78/227681		Neuberger Berman Management LLC
NEUBERGER SOCIALLY RESPONSIVE TRUST	USA	75/661886		Neuberger Berman Management LLC
ONE STOP SHOPPING	USA	75/538241	2278097	Neuberger Berman Management LLC
PARTNERS FUND	USA	74/696900		Neuberger Berman Management LLC
PARTNERS TRUST	USA	74/700507	1973115	Neuberger Berman Management LLC
PLAN IQ	USA	78/229597	2883251	Neuberger Berman Management LLC
PORTFOLIO HORIZONS	USA	76/336117	2738461	Neuberger Berman Management LLC
RELATIONSHIP BUILDER - EARNING CLIENT'S TRUST THROUGH NEEDS ASSESSMENT	USA	78/329685		Neuberger Berman Management LLC

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<u>Title</u>	Country	Appl. No.	Reg. No.	<u>Owner</u>
RETIREMENT RESOURCES PLUS	USA	74/213294	1805531	Neuberger Berman Management LLC
RETIREMENT RESOURCES PLUS	USA	75/769260		Neuberger Berman Management LLC
SAM	USA	76/001609		Neuberger Berman Management LLC
SEGREGATED ASSET MORTGAGE	USA	76/001610		Neuberger Berman Management LLC
SFA SELECTED FUND ACCOUNT	USA	76/190860		Neuberger Berman Management LLC
WE KNOW THAT TRUST IS OUR MOST IMPORTANT ASSET	USA	75/313433		Neuberger Berman Management LLC
WE MANAGE OUR FUNDS AS IF OUR MONEY WERE INVESTED IN THEM.	USA	75/081059	2151695	Neuberger Berman Management LLC
Zigzag Design	USA	74/222602	1779826	Neuberger Berman Management LLC
CRESCENT MANAGEMENT	USA	78/864033	3187439	Neuberger Berman, LLC
EARNING CLIENTS' TRUST THROUGH NEEDS ASSESSMENT	USA	78/805593	3205545	Neuberger Berman, LLC
INFLUENTIAL ADVISOR	USA	76/407049	2801101	Neuberger Berman, LLC
NB DELIVERE	USA	76/344004	2815456	Neuberger Berman, LLC
NEUBERGER BERMAN	Switzerland	873091	873091	Neuberger Berman, LLC
NEUBERGER BERMAN	China	873091	873091	Neuberger Berman, LLC
NEUBERGER BERMAN	CTM	873091	873091	Neuberger Berman, LLC
NEUBERGER BERMAN	Japan	873091	873091	Neuberger Berman, LLC
NEUBERGER BERMAN	Norway	873091	873091	Neuberger Berman, LLC
NEUBERGER BERMAN	Madrid Protocol (TM)	873091	873091	Neuberger Berman, LLC
NEUBERGER BERMAN	India	1552349		Neuberger Berman, LLC
NEUBERGER BERMAN	USA	74/506189	1896476	Neuberger Berman, LLC
NEUBERGER BERMAN ADVANTAGE	USA	76/310066	2644417	Neuberger Berman, LLC

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<u>Title</u>	Country	Appl. No.	Reg. No.	<u>Owner</u>
NEUBERGER BERMAN ASSETS - THE ART OF WEALTH MANAGEMENT	USA	75/806904	2756532	Neuberger Berman, LLC
NEUBERGER BERMAN DELIVERE	USA	76/344007	2815457	Neuberger Berman, LLC
NEUBERGER BERMAN Logo	USA	76/363684	2651905	Neuberger Berman, LLC
NEUBERGER BERMAN PREMIER DIVIDEND PORTFOLIO	USA	78/288904	2961166	Neuberger Berman, LLC
NEUBERGER BERMAN PREMIER PORTFOLIO	USA	78/220398	2931752	Neuberger Berman, LLC
RELATIONSHIP BUILDER	USA	78/329679	3083508	Neuberger Berman, LLC
THE ART OF INVESTING	USA	75/322300	2210473	Neuberger Berman, LLC
THE NEUBERGER BERMAN EQUATION	USA	75/735816	2417080	Neuberger Berman, LLC
THE WOMEN'S PARTNERSHIP	USA	76/235246	2678870	Neuberger Berman, LLC
FOCUSFUND.COM	USA			Lehman Brothers Holdings Inc.
GUARDIANFUND.COM	USA			Lehman Brothers Holdings Inc.
INVESTORCLEARING.CO M	USA			Lehman Brothers Holdings Inc.
MANHATTANFUND.COM	USA			Lehman Brothers Holdings Inc.
MUNIFUND	USA			Lehman Brothers Holdings Inc.
NBLLC.COM	USA			Lehman Brothers Holdings Inc.
NBPAM.COM	USA			Lehman Brothers Holdings Inc.

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### Domain Names

Daniel Mana	D. Sadana and
<u>Domain Name</u>	Registrant
analyticsreporter.biz analyticsreporter.com	Lehman Brothers Holdings Inc. Lehman Brothers Holdings Inc.
analyticsreporter.info	Lehman Brothers Holdings Inc.
analyticsreporter.net	Lehman Brothers Holdings Inc.
analyticsreporter.org	Lehman Brothers Holdings Inc.
analyticsreporter.us	Lehman Brothers Holdings Inc.
analyticstoolkit.biz	Lehman Brothers Holdings Inc.
analyticstoolkit.com	Lehman Brothers Holdings Inc.
analyticstoolkit.info	Lehman Brothers Holdings Inc.
analyticstoolkit.net	Lehman Brothers Holdings Inc.
analyticstoolkit.org	Lehman Brothers Holdings Inc.
analyticstoolkit.us	Lehman Brothers Holdings Inc.
boycottnb.biz	Lehman Brothers Holdings Inc.
boycottnb.com	Lehman Brothers Holdings Inc.
boycottnb.info	Lehman Brothers Holdings Inc.
boycottnb.net	Lehman Brothers Holdings Inc.
boycottnb.org	Lehman Brothers Holdings Inc.
boycottnb.us	Lehman Brothers Holdings Inc.
boycottneubergerberman.biz	Lehman Brothers Holdings Inc.
boycottneubergerberman.com	Lehman Brothers Holdings Inc.
boycottneubergerberman.info	Lehman Brothers Holdings Inc.
boycottneubergerberman.net	Lehman Brothers Holdings Inc.
boycottneubergerberman.org	Lehman Brothers Holdings Inc.
boycottneubergerberman.us	Lehman Brothers Holdings Inc.
capitalanalytics.biz	Lehman Brothers Holdings Inc.
capitalanalytics.com	Lehman Brothers Holdings Inc.
capitalanalytics.info	Lehman Brothers Holdings Inc.
capitalanalytics.net	Lehman Brothers Holdings Inc.
capitalanalytics.org	Lehman Brothers Holdings Inc.
capitalanalytics.us	Lehman Brothers Holdings Inc.
clientaccountaccess.com	Lehman Brothers Holdings Inc.
clientcorner.com	Lehman Brothers Holdings Inc.
crossroadsgroup.biz	Lehman Brothers Holdings Inc.
crossroadsgroup.com	Lehman Brothers Holdings Inc.
crossroadsgroup.info	Lehman Brothers Holdings Inc.
crossroadsgroup.net	Lehman Brothers Holdings Inc.
crossroadsgroup.org	Lehman Brothers Holdings Inc.

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Domain Name	<u>Registrant</u>
crossroadsgroup.us	Lehman Brothers Holdings Inc.
devnb.com	Lehman Brothers Holdings Inc.
devnbroot.com	Lehman Brothers Holdings Inc.
e-valuate.info	Lehman Brothers Holdings Inc.
e-valuate.org	Lehman Brothers Holdings Inc.
e-valuate.us	Lehman Brothers Holdings Inc.
fascianofund.biz	Lehman Brothers Holdings Inc.
fascianofund.com	Lehman Brothers Holdings Inc.
fascianofund.info	Lehman Brothers Holdings Inc.
fascianofund.net	Lehman Brothers Holdings Inc.
fascianofund.org	Lehman Brothers Holdings Inc.
fascianofund.us	Lehman Brothers Holdings Inc.
fascianofunds.biz	Lehman Brothers Holdings Inc.
fascianofunds.com	Lehman Brothers Holdings Inc.
fascianofunds.info	Lehman Brothers Holdings Inc.
fascianofunds.net	Lehman Brothers Holdings Inc.
fascianofunds.org	Lehman Brothers Holdings Inc.
fascianofunds.us	Lehman Brothers Holdings Inc.
focusfund.biz	Lehman Brothers Holdings Inc.
focusfund.com	Lehman Brothers Holdings Inc.
focusfund.info	Lehman Brothers Holdings Inc.
focusfund.net	Lehman Brothers Holdings Inc.
focusfund.org	Lehman Brothers Holdings Inc.
focusfund.us	Lehman Brothers Holdings Inc.
guardianfund.biz	Lehman Brothers Holdings Inc.
guardianfund.com	Lehman Brothers Holdings Inc.
guardianfund.info	Lehman Brothers Holdings Inc.
guardianfund.net	Lehman Brothers Holdings Inc.
guardianfund.org	Lehman Brothers Holdings Inc.
guardianfund.us	Lehman Brothers Holdings Inc.
internationalfund.biz	Lehman Brothers Holdings Inc.
internationalfund.com	Lehman Brothers Holdings Inc.
internationalfund.us	Lehman Brothers Holdings Inc.
lightpointcapital.biz	Lehman Brothers Holdings Inc.
lightpointcapital.cc	Lehman Brothers Holdings Inc.
lightpointcapital.co.uk	Lehman Brothers Holdings Inc.
lightpointcapital.com	Lehman Brothers Holdings Inc.
lightpointcapital.info	Lehman Brothers Holdings Inc.
lightpointcapital.net	Lehman Brothers Holdings Inc.

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Damain Nama	Doristant
Domain Name lightpointcapital.org	Registrant  Lehman Brothers Holdings Inc.
lightpointcapital.org.uk	Lehman Brothers Holdings Inc.
lightpointcapital.tv	Lehman Brothers Holdings Inc.
lightpointcapital.us	· ·
	Lehman Brothers Holdings Inc.
limitedmaturity.biz	Lehman Brothers Holdings Inc.
limitedmaturity.com	Lehman Brothers Holdings Inc.
limitedmaturity.info	Lehman Brothers Holdings Inc.
limitedmaturity.net	Lehman Brothers Holdings Inc.
limitedmaturity.org	Lehman Brothers Holdings Inc.
limitedmaturity.us	Lehman Brothers Holdings Inc.
lincap.biz	Lehman Brothers Holdings Inc.
lincap.com	Lehman Brothers Holdings Inc.
lincap.info	Lehman Brothers Holdings Inc.
lincap.net	Lehman Brothers Holdings Inc.
lincap.org	Lehman Brothers Holdings Inc.
lincap.us	Lehman Brothers Holdings Inc.
lincolncapitalmanagement.biz	Lehman Brothers Holdings Inc.
lincolncapitalmanagement.com	Lehman Brothers Holdings Inc.
lincolncapitalmanagement.info	Lehman Brothers Holdings Inc.
lincolncapitalmanagement.net	Lehman Brothers Holdings Inc.
lincolncapitalmanagement.org	Lehman Brothers Holdings Inc.
lincolncapitalmanagement.us	Lehman Brothers Holdings Inc.
manhattanfund.biz	Lehman Brothers Holdings Inc.
manhattanfund.com	Lehman Brothers Holdings Inc.
manhattanfund.info	Lehman Brothers Holdings Inc.
manhattanfund.net	Lehman Brothers Holdings Inc.
manhattanfund.org	Lehman Brothers Holdings Inc.
manhattanfund.us	Lehman Brothers Holdings Inc.
munifund.biz	Lehman Brothers Holdings Inc.
munifund.com	Lehman Brothers Holdings Inc.
munifund.info	Lehman Brothers Holdings Inc.
munifund.org	Lehman Brothers Holdings Inc.
munifund.us	Lehman Brothers Holdings Inc.
munimoney.biz	Lehman Brothers Holdings Inc.
munimoney.com	Lehman Brothers Holdings Inc.
munimoney.info	Lehman Brothers Holdings Inc.
munimoney.net	Lehman Brothers Holdings Inc.
munimoney.org	Lehman Brothers Holdings Inc.
munimoney.us	Lehman Brothers Holdings Inc.
	Zemian Broaters Holdings inc.

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Domain Name	Registrant
myneuberger.biz	Lehman Brothers Holdings Inc.
myneuberger.com	Lehman Brothers Holdings Inc.
myneuberger.info	Lehman Brothers Holdings Inc.
myneuberger.net	Lehman Brothers Holdings Inc.
myneuberger.org	Lehman Brothers Holdings Inc.
myneuberger.us	Lehman Brothers Holdings Inc.
nb.com	Lehman Brothers Holdings Inc.
nbanywhere.com	Lehman Brothers Holdings Inc.
nbclientcorner.com	Lehman Brothers Holdings Inc.
nbconsultantcorner.biz	Lehman Brothers Holdings Inc.
nbconsultantcorner.com	Lehman Brothers Holdings Inc.
nbconsultantcorner.info	Lehman Brothers Holdings Inc.
nbconsultantcorner.net	Lehman Brothers Holdings Inc.
nbconsultantcorner.org	Lehman Brothers Holdings Inc.
nbconsultantcorner.us	Lehman Brothers Holdings Inc.
nbdom.com	Lehman Brothers Holdings Inc.
nbemployees.com	Lehman Brothers Holdings Inc.
nbfas.biz	Lehman Brothers Holdings Inc.
nbfas.com	Lehman Brothers Holdings Inc.
nbfas.info	Lehman Brothers Holdings Inc.
nbfas.net	Lehman Brothers Holdings Inc.
nbfas.org	Lehman Brothers Holdings Inc.
nbfas.us	Lehman Brothers Holdings Inc.
nbfraud.biz	Lehman Brothers Holdings Inc.
nbfraud.com	Lehman Brothers Holdings Inc.
nbfraud.info	Lehman Brothers Holdings Inc.
nbfraud.net	Lehman Brothers Holdings Inc.
nbfraud.org	Lehman Brothers Holdings Inc.
nbfraud.us	Lehman Brothers Holdings Inc.
nbfunds.biz	Lehman Brothers Holdings Inc.
nbfunds.com	Lehman Brothers Holdings Inc.
nbfunds.info	Lehman Brothers Holdings Inc.
nbfunds.net	Lehman Brothers Holdings Inc.
nbfunds.org	Lehman Brothers Holdings Inc.
nbfunds.us	Lehman Brothers Holdings Inc.
nbint.com	Lehman Brothers Holdings Inc.
nbiportal.com	Lehman Brothers Holdings Inc.
nbpam.biz	Lehman Brothers Holdings Inc.
nbpam.com	Lehman Brothers Holdings Inc.

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<u>Domain Name</u>	Registrant
nbpam.info	Lehman Brothers Holdings Inc.
nbpam.net	Lehman Brothers Holdings Inc.
nbpam.org	Lehman Brothers Holdings Inc.
nbpam.us	Lehman Brothers Holdings Inc.
nbpics.com	Lehman Brothers Holdings Inc.
nbremote.com	Lehman Brothers Holdings Inc.
nbroot.com	Lehman Brothers Holdings Inc.
nbstinks.biz	Lehman Brothers Holdings Inc.
nbstinks.com	Lehman Brothers Holdings Inc.
nbstinks.info	Lehman Brothers Holdings Inc.
nbstinks.net	Lehman Brothers Holdings Inc.
nbstinks.org	Lehman Brothers Holdings Inc.
nbstinks.us	Lehman Brothers Holdings Inc.
nbsucks.biz	Lehman Brothers Holdings Inc.
nbsucks.com	Lehman Brothers Holdings Inc.
nbsucks.info	Lehman Brothers Holdings Inc.
nbsucks.net	Lehman Brothers Holdings Inc.
nbsucks.org	Lehman Brothers Holdings Inc.
nbsucks.us	Lehman Brothers Holdings Inc.
nbsux.biz	Lehman Brothers Holdings Inc.
nbsux.com	Lehman Brothers Holdings Inc.
nbsux.info	Lehman Brothers Holdings Inc.
nbsux.net	Lehman Brothers Holdings Inc.
nbsux.org	Lehman Brothers Holdings Inc.
nbsux.us	Lehman Brothers Holdings Inc.
nbtrust.biz	Lehman Brothers Holdings Inc.
nbtrust.com	Lehman Brothers Holdings Inc.
nbtrust.info	Lehman Brothers Holdings Inc.
nbtrust.net	Lehman Brothers Holdings Inc.
nbtrust.org	Lehman Brothers Holdings Inc.
nbtrust.us	Lehman Brothers Holdings Inc.
nbtrustco.biz	Lehman Brothers Holdings Inc.
nbtrustco.com	Lehman Brothers Holdings Inc.
nbtrustco.info	Lehman Brothers Holdings Inc.
nbtrustco.net	Lehman Brothers Holdings Inc.
nbtrustco.org	Lehman Brothers Holdings Inc.
nbtrustco.us	Lehman Brothers Holdings Inc.
neubergerandberman.biz	Lehman Brothers Holdings Inc.
neubergerandberman.com	Lehman Brothers Holdings Inc.

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Domain Name	<b>Registrant</b>
neubergerandberman.info	Lehman Brothers Holdings Inc.
neubergerandberman.net	Lehman Brothers Holdings Inc.
neubergerandberman.org	Lehman Brothers Holdings Inc.
neubergerandberman.us	Lehman Brothers Holdings Inc.
neubergerberman.biz	Lehman Brothers Holdings Inc.
neubergerberman.com	Lehman Brothers Holdings Inc.
neubergerberman.eu	Lehman Brothers Holdings, Inc.
neubergerberman.info	Lehman Brothers Holdings Inc.
neubergerberman.jobs	Lehman Brothers Holdings Inc.
neubergerberman.net	Lehman Brothers Holdings Inc.
neubergerberman.org	Lehman Brothers Holdings Inc.
neubergerberman.us	Lehman Brothers Holdings Inc.
neubergerbermanfraud.biz	Lehman Brothers Holdings Inc.
neubergerbermanfraud.com	Lehman Brothers Holdings Inc.
neubergerbermanfraud.info	Lehman Brothers Holdings Inc.
neubergerbermanfraud.net	Lehman Brothers Holdings Inc.
neubergerbermanfraud.org	Lehman Brothers Holdings Inc.
neubergerbermanfraud.us	Lehman Brothers Holdings Inc.
neubergerbermanstinks.biz	Lehman Brothers Holdings Inc.
neubergerbermanstinks.com	Lehman Brothers Holdings Inc.
neubergerbermanstinks.info	Lehman Brothers Holdings Inc.
neubergerbermanstinks.net	Lehman Brothers Holdings Inc.
neubergerbermanstinks.org	Lehman Brothers Holdings Inc.
neubergerbermanstinks.us	Lehman Brothers Holdings Inc.
neubergerbermansucks.biz	Lehman Brothers Holdings Inc.
neubergerbermansucks.com	Lehman Brothers Holdings Inc.
neubergerbermansucks.info	Lehman Brothers Holdings Inc.
neubergerbermansucks.net	Lehman Brothers Holdings Inc.
neubergerbermansucks.org	Lehman Brothers Holdings Inc.
neubergerbermansucks.us	Lehman Brothers Holdings Inc.
neubergerbermansux.biz	Lehman Brothers Holdings Inc.
neubergerbermansux.com	Lehman Brothers Holdings Inc.
neubergerbermansux.info	Lehman Brothers Holdings Inc.
neubergerbermansux.net	Lehman Brothers Holdings Inc.
neubergerbermansux.org	Lehman Brothers Holdings Inc.
neubergerbermansux.us	Lehman Brothers Holdings Inc.
neubergerfunds.biz	Lehman Brothers Holdings Inc.
neubergerfunds.com	Lehman Brothers Holdings Inc.
neubergerfunds.info	Lehman Brothers Holdings Inc.

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Domain Name	Registrant
neubergerfunds.net	Lehman Brothers Holdings Inc.
neubergerfunds.org	Lehman Brothers Holdings Inc.
neubergerfunds.us	Lehman Brothers Holdings Inc.
newbergerberman.biz	Lehman Brothers Holdings Inc.
newbergerberman.com	Lehman Brothers Holdings Inc.
newbergerberman.info	Lehman Brothers Holdings Inc.
newbergerberman.net	Lehman Brothers Holdings Inc.
newbergerberman.org	Lehman Brothers Holdings Inc.
newbergerberman.us	Lehman Brothers Holdings Inc.
partnersfund.biz	Lehman Brothers Holdings Inc.
partnersfund.com	Lehman Brothers Holdings Inc.
partnersfund.info	Lehman Brothers Holdings Inc.
partnersfund.net	Lehman Brothers Holdings Inc.
partnersfund.org	Lehman Brothers Holdings Inc.
partnersfund.us	Lehman Brothers Holdings Inc.
portfoliosystem.biz	Lehman Brothers Holdings Inc.
portfoliosystem.com	Lehman Brothers Holdings Inc.
portfoliosystem.info	Lehman Brothers Holdings Inc.
portfoliosystem.net	Lehman Brothers Holdings Inc.
portfoliosystem.org	Lehman Brothers Holdings Inc.
portfoliosystem.us	Lehman Brothers Holdings Inc.
professionalinvestor.com	Lehman Brothers Holdings Inc.
saav.info	Lehman Brothers Holdings Inc.
saav.net	Lehman Brothers Holdings Inc.
saav.org	Lehman Brothers Holdings Inc.
saav.us	Lehman Brothers Holdings Inc.
sociallyresponsive.biz	Lehman Brothers Holdings Inc.
sociallyresponsive.com	Lehman Brothers Holdings Inc.
sociallyresponsive.info	Lehman Brothers Holdings Inc.
sociallyresponsive.net	Lehman Brothers Holdings Inc.
sociallyresponsive.org	Lehman Brothers Holdings Inc.
sociallyresponsive.us	Lehman Brothers Holdings Inc.
socrespfund.com	Lehman Brothers Holdings Inc.
successandsignificance.biz	Lehman Brothers Holdings Inc.
successandsignificance.com	Lehman Brothers Holdings Inc.
successandsignificance.info	Lehman Brothers Holdings Inc.
successandsignificance.net	Lehman Brothers Holdings Inc.
successandsignificance.org	Lehman Brothers Holdings Inc.
successandsignificance.us	Lehman Brothers Holdings Inc.

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Domain Nama	Registrant
Domain Name suenb.biz	Lehman Brothers Holdings Inc.
suenb.com	Lehman Brothers Holdings Inc.
suenb.info	Lehman Brothers Holdings Inc.
suenb.net	Lehman Brothers Holdings Inc.
suenb.org	Lehman Brothers Holdings Inc.
suenb.us	Lehman Brothers Holdings Inc.
sueneuberger.biz	Lehman Brothers Holdings Inc.
sueneuberger.com	•
	Lehman Brothers Holdings Inc.
sueneuberger.info	Lehman Brothers Holdings Inc.
sueneuberger.net	Lehman Brothers Holdings Inc.
sueneuberger.org	Lehman Brothers Holdings Inc.
sueneuberger.us	Lehman Brothers Holdings Inc.
sueneubergerberman.biz	Lehman Brothers Holdings Inc.
sueneubergerberman.com	Lehman Brothers Holdings Inc.
sueneubergerberman.info	Lehman Brothers Holdings Inc.
sueneubergerberman.net	Lehman Brothers Holdings Inc.
sueneubergerberman.org	Lehman Brothers Holdings Inc.
sueneubergerberman.us	Lehman Brothers Holdings Inc.
thecrossroadsgroup.biz	Lehman Brothers Holdings Inc.
thecrossroadsgroup.com	Lehman Brothers Holdings Inc.
thecrossroadsgroup.info	Lehman Brothers Holdings Inc.
thecrossroadsgroup.net	Lehman Brothers Holdings Inc.
thecrossroadsgroup.org	Lehman Brothers Holdings Inc.
thecrossroadsgroup.us	Lehman Brothers Holdings Inc.
themainoffice.biz	Lehman Brothers Holdings Inc.
themainoffice.info	Lehman Brothers Holdings Inc.
themainoffice.net	Lehman Brothers Holdings Inc.
themainoffice.org	Lehman Brothers Holdings Inc.
themainoffice.us	Lehman Brothers Holdings Inc.
thewomenspartnership.biz	Lehman Brothers Holdings Inc.
thewomenspartnership.com	Lehman Brothers Holdings Inc.
thewomenspartnership.info	Lehman Brothers Holdings Inc.
thewomenspartnership.net	Lehman Brothers Holdings Inc.
thewomenspartnership.org	Lehman Brothers Holdings Inc.
thewomenspartnership.us	Lehman Brothers Holdings Inc.
nbpep.com	Capital Analytics II, LP
nbpep.net	Capital Analytics II, LP
nbpep.org	Capital Analytics II, LP
nbprivateequity.com	Capital Analytics II, LP
	- -

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Domain Name	Registrant
nbprivateequity.net	Capital Analytics II, LP
nbprivateequity.org	Capital Analytics II, LP
nbprivateequitypartners.com	Capital Analytics II, LP
nbprivateequitypartners.net	Capital Analytics II, LP
nbprivateequitypartners.org	Capital Analytics II, LP
nbalternatives.net	Capital Analytics II, LP
nbalternatives.biz	Capital Analytics II, LP
neubergerpe.com	Capital Analytics II, LP
crossroadspe.com	Capital Analytics II, LP
crossroadspep.com	Capital Analytics II, LP

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### Software

Software Application
13F Reports
AAPS
Account Inquiry
Actum
Admin System for ADS
Admiral Docs
Affiliated Issuer Testing
AMS (ADAM)
ARMS
ARS Client Portal
ARS Product Manager
ARS Reporting
Asset Calculation Tool (ACT)
Asset Default TMS 3.7
Asset Maintenance TMS 3.7
Asset Setup Web Service
Automated Position Match
Billing - Advantage Fee
Cache Matrix Portal
CashRecon
Change Password
Commission Override Exception System
CPR
Crystal Enterprise Gateway
CWD
Daily Commission Report
Data Management Administration
Database Comparison
Dataport
DataWS
Dealer Recode
DSQuant
EIS
Electronic Delivery Engine
Factset Batch Program
FES
FIB - FIxed Income Blotter
Fund Launcher
Fund Yield Tracker
FundFone
Funds Disbursement System
GBD
GetBuildDeploy
Growth of Business
Hypothetical Growth of a Dollar
IA Billing
IA Billing Intranet
IMD CIS Portal
IMD India TestBed

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Software Application
IMD_INDIA_PAG_TechResearch
Indices Maintenance
ING Top 10 Data
Institutional Sales Reports
IPO Allocation
iSecurity
ISITC Trade Notification
IVR Trades
JobRun L. D. L.
LBAM - Chicago Dashboard
LBAM - Portia Recon Reports
LBAM Chicago - Index System
LBAM Chicago - Intranet Reporting
LBAM Chicago - Nightly Process
LBAM Chicago - Pricing
LBAM Fee Management
LBAM Reports WL
LBAM TPS
LBAM TRACE Reporting
Lehman.IMD.PDFService
LehmanAM.com
Lineage
Liquidity System
LoggingWS
LTEC
MAG Investment Styles Analytics
Market Capitalization Testing
MCPR Administrator
MCPR Data Services
MCPR Processing Broker
MCPR XML DATA FEEDS
MCR
MCR Siebel Service
Merrin Trade Reporting
Municipal Portal
Mutual Fund and Institutional Container dB
Mutual Fund and Partnership System
Mutual Fund Cross Trade System
Mutual Fund Daily Stats
Mutual Fund Decile Report
Mutual Fund Metrics
Mutual Funds Codes Sheet
Mutual Funds Daily Stats Admin
MyReports
Nationwide Data Feed
NB BlueScreen Reports
NB Client Signup
NB Compliance
NB Research
NB Statements Viewer
NB.Com

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Software Application
NBCS Extranet
NBCS Gateway
NBCS Prism 2000 P2K
Neuberger Berman Impact
Neuberger Berman Statements
Oracle BI
P2KBlotterWatcher
P2KMonitor
PAG
PAG IT Development Resources
PAG Notification System
PAM Account Access
PAM Directory
PAM Directory Administration Tool
PAM DocSPEED
Panel One
Payout System
PCRS
PDF Generator
PMA
PMR (Portfolio Management System)
PMR Forms
PMR Input Screens
PMR Performance Engine
PMR ReOrg Processor
PmrMaint
PocketP2K
Portfolio Analysis Web Service
Portfolio Compliance
Portfolio Resources - PrismTrading
Portfolio Resources-Mutual Funds Blotter
Portfolio Resources-P2K
Portfolio Resources-Portfolio Analysis
Portware
PRAdminRpts
PRIMe
PRInstitutional
Prism2000Admin
PrismRedirector
Private Equity BPE
Private Equity Capital Analytics Website
Private Equity CARL (CRL)
Private Equity CINVAACS
Private Equity CMS (EBP)
Private Equity CORE
Private Equity GLLink
Private Equity LBPE Website
Private Equity PACE
Private Equity PETE
Private Equity wsRoleManager
PRMerrin

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Software Application
PRPortfolioResources
PRTradingRpts
Ouant
Quant Database Server
QueryWS
Report Engine
Repurchase
RIPPS Admin
RIPPS v1
RTD2
RVAL Analytics Calculator
Satori Spreadsheet
Sector Database
Shorts Locate Risk Mgt
Siebel
Siebel Document Generator
Siebel FC Capital Siebel NAO Form
Siebel Prism Interface
Siebel Project Upload
Socially Responsive Investing Reporting
SolutionBuilder
Syndicate Notification and Allocation
Sys Admiral
Tibco Sequent2CPI Interface
Timelines
TPA Billing
Tradeaway Form
TradePath
Tradeware
Vestek Database
Wireless CRM
NB Back Office
NB Commission Interface
NB Money Market Sweep
NB Monitor
NB Realtime Journals Outgoing
NB Tibco BPSA Interface
NB Tibco Trade Interface NBCS
NB Tibco Trade Interface PAM
NB Tibco Trade Interface PB
NB TradePath Incoming
NB Batch-Entry Maintenance
NB ClassAction
OTG FDS
NB Journal/Trade Monitor
Lehbridge Trade Monitor
OMS Lite
CLO Models
Leverage Loan Database
FirstLook

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Software Application
GFI Global Reporting system (aka ASC reports)
AIMR
CCDB
ABS Holdings
Client Service Reporting Database (aka Client
Service Bible)
OASYS Interface
GSCustody
Mark Verification
Repo/Collateral Management
Option Expiration
GLFeeds
IMD (EU) ESM Price Feed
IMD (EU) ESM Static Feed
IMD (EU) Straight Through ETL
IMD FTP Utility (EU)
IMD Reconciliation Tool
Performa DB

Exhibit B to the Second Amendment to the Unit Purchase Agreement Page 1 of 4

#### **Certain non-Mark Intellectual Property Rights**

Software Application
BCP Plans / myBCP
Aspire  Prochvilder / Proclink
Presbuilder / Preslink
Outlook Tool Bar
BESWatcher
LBSC
Compliance Ingestion tool
PIM Dashboard
FRA
Prospective Investor Profile (PIP)
WMR AI
WMR AI Operational Tools
WMR Central Distribution
WMR Client Configuration Tools
WMR CR Subsystem
WMR CRC Subsystem
WMR DC OPS Tools
WMR DC Subsystem
WMR Investment Catalog
WMR Ops Tools
WMR Performance Operation Tools
WMR PR Subsystem
Autosys Portal
BIS
BLACKBERRY
Blackberry Administration Tool
BlackBerry Integration Service
Citrix UNIX (CTR_UNIX)
CMR (Cash Management Reports)
Concurrent Versioning System
Content Deployment Tool
Core_LDAP
COST TRANSPARENCY
Crystal Enterprise Farm
Crystal Enterprise XML API

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Software Application
Crystal Reporting Interface
Development Tools
eBanker Cache Framework
eBanker Essbase
eBanker Market Data (EMD)
eBanker-Batch Processing
eBanker-Contact Management
eBanker-Data Warehouse
eBanker-eDMS (IDM)
eBanker-Market Fee Share
eBanker-MenuBar (EBM)
eBanker-PPR (EBK)
eBanker-Report Center (EBR)
eBanker-Web Services (EBS)
eBanker-Workspaces (EBX)
EDM
EFCash
EFDL/Service Desk GUI
EII
Elmo
EMS ezDeploy
Enterprise Account Management
Enterprise Directory (LDAP)
Extra
FINAIMS
G-QUEST
G-Quest AS
GSS Data Warehouse
Hyperion Enterprise
KPI
LIAM
PC Link 32
PE investment database
Peoplesoft Financials
ProClarity
Market QA
MarketAxess

Exhibit B to the Second Amendment to the Unit Purchase Agreement Page 3 of 4

Software Application
MBSCC
Intex Desktop
APB
Tradeweb; DTC
DataCompass
AppVault
Realtick
MBS Pricing Engine
Epicor
Prospectus Builder
Samba Service
Business Process Management
Gift Request Form
BreakGlass
NXT Communications
NRTD MDM & MYMDS
Instinet Americas
Finesse Americas
NewsWatch Americas
SNL Financials
NB OFAC Incoming Prod
Cisco IPTV
Restricted List
OUTSIDE AFFILIATIONS: Outside Accounts and Affiliations Database
Operations Dashboard for LB-NB Statements Processing
QPM TCR
QPM-TCR Data Load Services
INS_OnTrackforTrainin
Asset Advisor
ARS Accounts
Cash Rates
Confirms
Confirms (TMS-NB-ITS) in CSF Designer
Contact Data Hub
eClient
eClient - Client Sign Up
Letters (GAC-NCL-PPL) in CSF Designer

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Exhibit B to the Second Amendment to the Unit Purchase Agreement Page 4 of 4

Software Application
OTG STP Gateway
PIM Report Publisher
Statements (MTS) in CSF Designer
DIA
DIA - Data Access Layer
DIA - Reporting Data Store
Account Affirmations
AI Cash Movement